

**Staff
Summary
Report**



To: Mayor & City Council
Through: City Manager

Agenda Item Number 52
Meeting Date 11/18/99

SUBJECT: ORDINANCE FOR ADOPTION

PREPARED BY: JIM CRISTEA, ENGINEERING MANAGER, LAND SERVICES (350-8417)

REVIEWED BY: HOWARD C. HARGIS, CITY ENGINEER (350-8250)

BRIEF: This is the first public hearing to grant an easement to Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona for the installation and maintenance of a 230kV electric line.

COMMENTS: UTILITY EASEMENT GRANTED (0904-02) ORDINANCE NO. 99.41
This is the first public hearing for to grant an easement to Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona for the installation and maintenance of a 230kV electric line. The line currently runs in a north-south direction between the Mill Avenue bridge and the railroad bridge. The line is being relocated as part of the development agreement between the City and America West Airlines for the development of their corporate office complex.

Document Name: (991118PWDR02) Supporting Documents: Yes

SUMMARY: The proposed site is located in the North West Quarter of Section 15, Township 1 North, Range 4 East.

RECOMMENDATION:

That the City Council hold a public hearing and adopt Ordinance No. 99.41 and authorize the Mayor to execute any necessary documents.

Approved by: Judith Greenberg, Public Works Director

ORDINANCE NO. 99.41

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, CONVEYINT AN EASEMENT FOR THE EXCLUSIVE PURPOSE OF OVERHEAD ELECTRIC LINES TO SALT RIVE PROJECT, AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA LOCATED ON CITY OF TEMPE PROPERTY

WHEREAS, it has been determined that the City of Tempe owns certain real estate described herein, and,

WHEREAS, Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona has requested an easement for overhead electric lines, on said property.

WHEREAS, it would appear to be in the best interest of the City of Tempe to grant an easement to Salt River Agricultural Improvement and Power District, a political subdivision of the State of Arizona, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION I. That the City of Tempe does hereby authorize the grant of an easement to Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, Maricopa County, Arizona in the form attached hereto as Exhibit "A" and "A-1".

SECTION II. That the rights granted in the easement to Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part, and provided that the use of the easement shall not interfere with any public improvements or future public improvements constructed upon grantors land.

SECTION III. The Mayor is hereby authorized to execute the easement authorized herein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,

ARIZONA this _____ day of _____, 1999.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

HOLD FOR PICK UP:**SALT RIVER PROJECT**

Land Department/PAB400

PO Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County

Parcel #

R/W# Agt. PRL

Job # NG1-117-401

W pre C COA

**CITY OF TEMPE,
a municipal corporation of the State of Arizona,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, a political subdivision of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, an aerial easement over and across the lands hereinafter described in Easement Parcels, and a full easement over, under, across and upon the lands hereinafter described in Easement Parcels, (such lands hereinafter described being sometimes collectively referred to herein as the "Easement Property"). At any location within Easement Parcel 2, Grantee shall have the right to construct, install, reconstruct, replace, remove, repair, operate and maintain for itself and others one pole, together with its foundation, support arms, insulators, hardware and any other related attachments and appurtenances. Within the aforesaid Easement Property, Grantee shall have the right to construct, install, reconstruct, replace, remove, repair, operate and maintain, for itself and others, a line or lines of conductors, wires, or cables for the transmission and distribution of electricity, and for all other purposes connected therewith, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities"), at such locations and elevations as Grantee may now or hereafter deem convenient or necessary from time to time.

A portion of the Northwest quarter of Section 15, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Said easements being more particularly described as follows:

Easement Parcel No. 1: (Survey Area 2)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of

158.00 feet to the **POINT OF BEGINNING** of the easement herein described; thence continuing North 00° 00' 08" East along said West Section line, a distance of 10.57 feet; thence North 89° 51' 20" East a distance of 4.89 feet to the beginning of a non-tangent curve concave Northerly having a radius of 140.00 feet and to which beginning a radial line bears North 00° 16' 18" West; thence Easterly an arc distance of 1.38 feet along said curve through a central angle of 00° 33' 57"; thence South 30° 37' 48" West a distance of 12.32 feet to the **POINT OF BEGINNING**.

Said easement containing 33.15 square feet.

Easement Parcel No. 2: (Survey Area 2)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 443.46 feet; thence South 89° 59' 52" East a distance of 33.00 feet to the **POINT OF BEGINNING** of the easement herein described; thence continuing South 89° 59' 52" East a distance of 3.31 feet; thence South 03° 46' 56" West a distance of 50.23 feet; thence North 00° 00' 08" East along said West Section line, a distance of 50.12 feet to the **POINT OF BEGINNING**.

Said easement containing 83.00 square feet.

Easement Parcel No. 3: (Survey Area 2)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 705.95 feet; thence South 85° 35' 30" East a distance of 28.83 feet to the **POINT OF BEGINNING** of the easement herein described; thence continuing South 85° 35' 30" East a distance of 20.58 feet; thence South 02° 12' 24" West a distance of 150.04 feet; thence South 03° 46' 56" West a distance of 107.41 feet to a point on a non-tangent curve concave Easterly having a radius of 643.11 feet and to which beginning a radial line bears North 82° 36' 36" East; thence Northerly an arc distance of 74.61 feet along said curve through a central angle of 06° 38' 48"; thence North 00° 44' 19" West a distance of 184.32 feet to the **POINT OF BEGINNING**.

Said easement containing 3322.40 square feet.

Easement Parcel No. 4: (Survey Area 3)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 705.95 feet; thence South 85° 35' 30" East a distance of 28.83 feet to the **POINT OF**

BEGINNING of the easement herein described; thence North 00° 44' 19" West a distance of 100.40 feet; thence South 85° 35' 30" East a distance of 33.34 feet; thence South 10° 52' 30" West a distance of 50.32 feet; thence South 02° 12' 24" West a distance of 50.04 feet; thence North 85° 35' 30" West a distance of 20.58 feet to the **POINT OF BEGINNING**.

Said easement containing 2506.26 square feet.

Easement Parcel No. 5: (Survey Area 4)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 806.25 feet; thence South 85° 35' 30" East a distance of 27.53 feet to the **POINT OF BEGINNING** of the easement herein described; thence North 00° 44' 19" East a distance of 1.99 feet; thence North 46° 56' 11" West a distance of 27.70 feet; thence North 86° 52' 03" East a distance of 58.71 feet; thence South 10° 52' 30" West a distance of 27.16 feet; thence North 85° 35' 30" West a distance of 33.34 feet to the **POINT OF BEGINNING**.

Said easement containing 1075.02 square feet.

Easement Parcel No. 6: (Survey Area 4)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 924.78 feet; thence North 86° 52' 03" East a distance of 58.46 feet to the **POINT OF BEGINNING** of the easement herein described; thence continuing North 86° 52' 03" East a distance of 26.91 feet; thence South 10° 52' 30" West a distance of 98.01 feet; thence North 05° 02' 48" West a distance of 95.19 feet to the **POINT OF BEGINNING**.

Said easement containing 1280.33 square feet.

Easement Parcel No. 7: (Survey Area 5)

COMMENCING at the West quarter corner of said Section 15; thence North 00° 00' 08" East (assumed bearing) along the West Section line thereof, a distance of 924.78 feet; thence North 86° 52' 03" East a distance of 58.46 feet to the **POINT OF BEGINNING** of the easement herein described; thence North 05° 02' 48" West a distance of 489.22 feet; thence North 04° 39' 03" East a distance of 428.09 feet; thence North 01° 20' 14" East a distance of 345.98 feet; thence East a distance of

40.18 feet; thence South 06° 40' 33" West a distance of 560.74 feet; thence South 04° 55' 17" West a distance of 535.18 feet; thence South 10° 52' 30" West a distance of 171.36 feet; thence South 86° 52' 03" West a distance of 26.91 feet to the **POINT OF BEGINNING**.

Said easement containing 158,498.03 square feet.

Within Easement Parcels 1, 2, 3, 5 and 6, Grantor shall not construct, install, place, or permit to be constructed, installed or placed any building, sign or other structure, plant any trees, or allow any activity which will exceed twenty-five (25) feet in height from the existing grade, within the area of the Easement Property. None of the improvements on Grantor's property shall violate any clearances of The National Electric Safety Code (NESC). Grantee's facilities will be so constructed to meet or exceed clearances required by the NESC, 1997 edition.

Within Easement Parcels Number 1, 2 and 3, existing grade shall be established at 1,168.50 feet. Within Easement Parcels Number 5 and 6, the existing grade shall be established as 1,153.00 feet. For purposes of the height restrictions of this easement, the base ground elevation in the area of the Easement Property is referenced by the brass cap flush with pavement at the northeast corner of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Without the prior written consent of Grantee, and in the sole discretion of Grantee, Grantor shall not construct, install, place, or permit to be constructed, installed or placed, any building, sign, or other structure, plant any trees, drill any well, or store materials of any kind, within Easement Parcel 4.

Within Easement Parcel Number 7, permanent or temporary structures or equipment shall not exceed a height of 1,187.00 feet.

Without the prior written consent of Grantee, which shall not be unreasonably withheld, Grantor shall not alter the ground level by cut or fill within the limits of Easement Parcels 1, 2, 3, 4, 5 and 6.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF TEMPE**, a municipal corporation of the State of Arizona, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 19____.

CITY OF TEMPE,
a municipal corporation of the State of Arizona

By _____

Its _____

By _____

Its _____

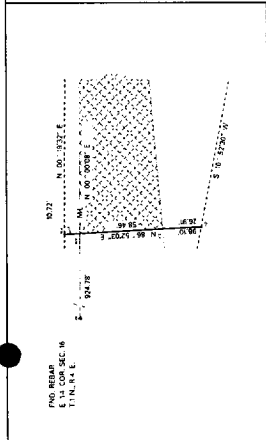
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____ and _____, the _____, respectively, of the **CITY OF TEMPE**, a municipal corporation of the State of Arizona, on behalf of such corporation.

My Commission Expires: _____
Notary Public

(Notary Stamp/Seal)

Note: This instrument is exempt from the affidavit and fee required under A.R.S. Section 42-1612 pursuant to the exemption set forth in A.R.S. Sections 42-1614(A)(2) and (A)(3)



STATE LAND
2413.26 SQ FT

AREA 5
CITY OF TEMPE
2413.26 SQ FT

RR ROW
N 80° 00' 00" E
SECTION 100'

LEGEND

- STATE LAND
- RAILROAD
- CITY OF TEMPE
- STATE LAND
- RAILROAD
- CITY OF TEMPE
- PROP. EIGHT

AREA 5	SQUARE FT.
TOTAL AREA	158,488.03
STATE	2,413.06
RAILROAD	16,506.85
TEMPE	114,368.72
EXISTING	25,061.41

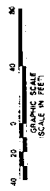


EXHIBIT "A-1" Sheet 1

KVR-BRDWPAP BUT 230KV LINE RELOCATION 21 E - 3.5 N SEC.18 T.1 N. R.4 E		SURVEY DIVISION LAND DEPARTMENT	
RESULT OF SURVEY FOR ONE EASEMENTS FOR CONSTRUCTION OR RECORDING FOR INTERNAL SALT RIVER PROJECT ARE ONLY		DATE: 11-11-11 BY: J. J. JONES	

